

# END USER LICENSE AGREEMENT FOR VISOKIO SOFTWARE

**IMPORTANT-READ CAREFULLY:** This Visokio End-User License Agreement ("EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and Visokio Limited for the Visokio software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software Product"). The Software Product also includes any software updates, add-on components, web services and/or supplements that Visokio may provide to You or make available to You after the date You obtain Your initial copy of the Software Product to the extent that such items are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software Product, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, do not install, access or use the Software Product; instead, You should return it to Your place of purchase for a full refund.

## SOFTWARE PRODUCT LICENSE

The Software Product is protected by intellectual property laws and treaties. The Software Product is licensed, not sold.

### 1. GRANT OF LICENSE.

This Section of the EULA describes Your general rights to install and use the Software Product. The license rights described in this Section are subject to all other terms and conditions of this EULA.

**General License Grant to Install and Use Software Product.** You may install and use one copy of the Software Product on a single computer, device, workstation, terminal, or other digital electronic or analogue device ("Device") for a single user. A license for the Software Product may not be shared. This means that multiple users on a physical or virtual machine must have a separate license key for each account on the machine.

**Alternative License Grant for Storage/Network Use.** As an alternative to the rights granted in the previous section, You may install a copy of the Software Product on one storage Device, such as a network server, and allow individuals within Your business or enterprise to access and use the Software Product from other Devices over a private network, provided that You acquire and dedicate a license for the storage Device upon which the Software Product is installed and each user account on each separate Device from which the Software Product is accessed and used. A license for the Software Product may not be used concurrently on different Devices.

**Additional License Grant for Media Elements.** The Software Product may include certain photographs, maps, clip art, animations, sounds, music and video clips (together "Media Elements"). If so, the following terms describe Your rights to the Media Elements:

You are not licensed to do any of the following:

- You may not sell, license or distribute copies of the Media Elements on a stand-alone basis or as part of any collection, product or service where the primary value of the product or service are the Media Elements.
- You may not use or distribute any of the Media Elements that include representations of identifiable individuals, governments, logos, initials, emblems, trademarks, or entities for any commercial purposes or to express or imply any endorsement or association with any product, service, entity, or activity.
- You may not create obscene or scandalous works, as defined by federal law at the time the work is created, using the Media Elements.
- You must indemnify, hold harmless, and defend Visokio from and against any claims or lawsuits, including attorneys' fees, that arise from or result from the use or distribution of Media Elements as modified by You.

- You must include a valid copyright notice on Your products and services that include copies of the Media Elements.
- You may not permit third parties to distribute copies of the Media Elements except as part of Your product or service.

The Licenses granted under this EULA are nonexclusive. This EULA does not give You a license or right to distribute or sell the Software Product or any modification of it or to use the Software Product or any portion of it for assistance in the preparation for sale or distribution of any computer program. This EULA does not grant a license or right to use the Software Product on any computer or computer system other than YOURS or to use the Software Product at any other location.

Reservation of Rights. All rights not expressly granted are reserved by Visokio.

## **2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

Commercial Publishing with the Software Product. If the Software Product is not identified as having a "Commercial Publishing License" You may not use the Software Product to create files for "Commercial Distribution". Commercial Distribution may include distribution of files for a fee or as part of a subscription service or some other commercial service. To determine whether You need a Commercial Publishing License, please contact Visokio.

Activation. You may not be able to exercise Your purchased rights to the Software Product under this EULA unless You activate Your copy of the Software Product after the launch sequence.

Copy Protection. The Software Product may include copy protection technology to prevent the unauthorized copying of the Software Product or may require original media for use of the Software Product on the Device. It is illegal to make unauthorized copies of the Software Product or to circumvent any copy protection technology included in the Software Product.

Not for Resale Software. If the Software Product is labelled "Not For Resale" or "NFR," then, notwithstanding other sections of this EULA, Your use of the Software Product is limited to use for demonstration, test, or evaluation purposes and You may not resell, or otherwise transfer for value, the Software Product.

Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Separation of Component Parts. The Software Product is licensed as a single product. Its component parts may not be separated for use on more than one Device unless expressly permitted by this EULA.

Trademarks. This EULA does not grant You any rights in connection with any trademarks or service marks of Visokio.

No rental, leasing or commercial hosting. You may not rent, lease, lend or provide commercial hosting services to third parties with the Software Product.

Support Services. Visokio may provide You with support services related to the Software Product ("Support Services"). Use of Support Services is governed by the Visokio policies and programs described in the user manual, in "online" documentation, or in other Visokio-provided materials. Any supplemental software code provided to You as part of the Support Services are considered part of the Software Product and subject to the terms and conditions of this EULA. You acknowledge and agree that Visokio may use technical information You provide to Visokio as part of the Support Services for its business purposes, including for product support and development. Visokio will not utilize such technical information in a form that personally identifies You.

Software Transfer. Except as specified in this Section, the initial licensee of the Software Product may make a one-time permanent transfer of this EULA and Software Product only directly to an end user. This transfer must include all of the Software Product (including all component parts, the media and printed materials, any upgrades and this EULA). Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer

must agree to comply with the terms of this EULA, including the obligation not to further transfer this EULA and Software Product. Evaluation Products are non-transferable.

Termination. Without prejudice to any other rights, Visokio may terminate this EULA if You fail to comply with the terms and conditions of this EULA. In such event, You must destroy all copies of the Software Product and all of its component parts.

### **3. UPGRADES.**

Standard Software Product. If the Software Product is labelled as an upgrade, You must be properly licensed to use a product identified by Visokio as being eligible for the upgrade in order to use the Software Product. A Software Product labelled as an upgrade replaces or supplements (and may disable) the product that formed the basis for Your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the Software Product is an upgrade of a component of a package of software programs that You licensed as a single product, the Software Product may be used and transferred only as part of that single product package and may not be separated for use on more than one Device.

### **4. INTELLECTUAL PROPERTY RIGHTS.**

All title and intellectual property rights in and to the Software Product (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software Product), the accompanying printed materials, and any copies of the Software Product are owned by Visokio or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software Product, but may be accessed through use of the Software Product, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants You no rights to use such content. If this Software Product contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the Software Product.

### **5. CONFIDENTIAL INFORMATION.**

You shall treat the Software Product as trade secrets and proprietary know-how belonging to Visokio that is being made available to You in confidence solely on the basis of a confidential relationship between Visokio and You. You agree to hold the Software Product in trust and agree not to use, print, copy, provide, or otherwise make available, in whole or in part, any portion of a Software Product or modifications of it or related material except in accordance with this EULA. YOU agree that YOU will not reconstruct in whole or in part the object code, source code, or algorithms in the Software Product. You agree to treat the confidentiality of the Software Product with reasonable care, not less than that with which YOU treat YOUR own confidential or proprietary information.

### **6. APPLICABLE LAW.**

If You acquired this Software Product in the European Union, this EULA is governed by the laws of England. If this Software Product was acquired outside the European Union, then local law may apply.

### **7. LIMITED WARRANTY**

LIMITED WARRANTY; Visokio warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the SOFTWARE PRODUCT, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety (90) day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

## **8. LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES.**

Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Visokio, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software Product does not meet Visokio's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 10 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

## **9. YOUR EXCLUSIVE REMEDY.**

Visokio's and its suppliers' entire liability and your exclusive remedy shall be, at Visokio's option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the Software Product, or (b) repair or replacement of the Software Product, that does not meet this Limited Warranty and that is returned to Visokio with a copy of your receipt. You will receive the remedy elected by Visokio without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Software Product to Visokio). This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Neither these remedies nor any product support services offered by Visokio are available without proof of purchase from an authorized source. To exercise your remedy, contact Visokio.

## **10. DISCLAIMER OF WARRANTIES.**

THE LIMITED WARRANTY THAT APPEARS ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VISOKIO AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OR RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

## **11. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VISOKIO OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT

SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF VISOKIO OR ANY SUPPLIER, AND EVEN IF VISOKIO OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **12. LIMITATION OF LIABILITY AND REMEDIES.**

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF VISOKIO AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY VISOKIO WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR U.S. \$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

## **13. ENTIRE AGREEMENT.**

This EULA (including any addendum or amendment to this EULA which is included with the Software Product) is the entire agreement between you and Visokio relating to the Software Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software Product or any other subject matter covered by this EULA. To the extent the terms of any Visokio policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

---

By: Visokio Ltd

Signed:\_\_\_\_\_

Print:\_\_\_\_\_

Date:\_\_\_\_\_

By:\_\_\_\_\_

Signed\_\_\_\_\_

Print:\_\_\_\_\_

Date:\_\_\_\_\_